Randall Pittman
[redacted]

LABOR AND WORKFORCE DEVELOPMENT AGENCY

RANDALL PITTMAN, CURRENT AND FORMER EMPLOYEES, THE LWDA and THE GENERAL PUBLIC,	)	**CASE NO.:**
Complainants,	)	**COMPLAINT FOR CIVIL PENALTIES**
vs.	)	
AMAZON.COM, INC., XPO LOGISTICS, INC., KELLY SERVICES, INC. and DOES 1-100,	)	
Respondents.	)	

Pursuant to the rules set forth under Labor Code Sections 2698 et seq., complainant RANDALL PITTMAN ("Pittman") hereby files this complaint against respondents AMAZON.COM, INC. ("Amazon"), XPO LOGISTICS, INC. ("XPO"), KELLY SERVICES, INC. ("Kelly") and DOES 1-100, hereinafter collectively referred to as "Respondents", for their rampant violations of the Labor Code. Pittman brings this complaint on behalf of himself, current and former employees of Respondents, the LWDA and the general public. Pittman hereby re-alleges as though fully set forth herein all allegations, facts and theories alleged in all prior LWDA complaints filed against Respondents by any "aggrieved employee" with this agency.

Pittman alleges that Respondents, and each of them, continue to willfully violate the following Labor Code Sections:

Subdivision (k) of Section 96, Section 98.6, 201, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 207, 208, 209, or 212, subdivision (d) of Section 213, 215, 216, 218, 219a, Section 221, 222, 222.5, 223, or 224, subdivision (a) of Section 226, Section 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, or 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Section 233, 234, 351, 353, or 403, subdivision (b) of Section 404, Section 432.2, 432.5, 432.7, 432.8, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1050, 1052, 1053, 1054, 1101, 1102, 1102.5, or 1153, subdivision (c) or (d) of Section 1174, Section 119 2804, 24, 1197, 1197.1, 1197.5, or 1198, subdivision (b) of Section 1198.3, Section 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, or 1695, subdivision (a) of Section 1695.5, Section 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, or 1700.47, paragraph (1), (2), or (3) of subdivision (a) of or subdivision (e) of Section 1701.4, subdivision (a) of Section 1701.5, Section 1701.8, 1701.10, 1701.12, 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, or 2673, subdivision (a) of Section 2673.1, Section 2695.2, 2800, 2801, 2802, 806, or 2810, subdivision (b) of Section 2929, or Section 3095, 6310, 6311, or 6399.7.

RESPONDENTS

Pittman believes and thereupon alleges that at all times relevant herein **Amazon** was and is a Delaware corporation, doing business in the State of California. Amazon recently posted on its corporate website that its third quarter sales were up 34 percent to $43.7 billion.

Pittman believes and thereupon alleges that at all times relevant herein **XPO** was and is a Delaware corporation, doing business in the State of California. XPO boasts on its corporate website that it is a top ten global logistics company with over 91,000 employees and 1,444 locations.

Pittman believes and thereupon alleges that at all times relevant herein **Kelly** was and is a Delaware corporation, doing business in the State of California. Kelly boasts on

its corporate website that it is currently ranked in the Fortune 500 list of America's largest companies and its revenue in 2016 was $5.3 billion.

Pittman is ignorant of the true names, capacities, relationships and extent of participation in the conduct herein alleged of the respondents sued herein as **DOES 1 through 100**, but Pittman is informed, believes and thereon alleges that said respondents are legally responsible for the wrongful conduct alleged herein and therefore sues these Respondents by such fictitious names. Pittman will amend this complaint to allege the true names and capacities of the DOE Respondents when ascertained. Amazon, XPO, Kelly and DOES 1 through 100 will hereinafter be collectively referred to as "Respondents".

Pittman is informed, believes and thereon alleges that t each Respondent acted in all pertinent respects as the agent of one or more of the other Respondents and/or carried out a joint scheme, business plan or policy, and the acts of each Respondent are legally attributable to one or more of the other Respondents.

AGGRIEVED EMPLOYEES

Pittman is an "aggrieved employee" as defined by Labor Code Section 2699.3 because he is a former employee of Respondents and a person against whom one or more of the alleged violations were committed. At all times mentioned herein Pittman was a citizen of the United States, a resident of the state of California and was authorized to work to work for Respondents.

Pittman believes and thereupon alleges that **thousands of Amazon, XPO and Kelly employees throughout the state of California** are "aggrieved employees" because they have been affected by Respondents' unfair labor practices. For the purposes

of this complaint, Pittman and Respondents' current and former employees will hereinafter be collectively referred to as "aggrieved employees".

I.

RELEVANT FACTUAL BACKGROUND

A. Pittman's Employment With Kelly and the County

In and around October 2016, Pittman entered into a joint employment relationship with Kelly and the County of San Bernardino, hereinafter referred to as "the County", wherein Pittman work onsite at the County's facility in San Bernardino, California. Pittman's main responsibility was to collect ballots from citizens during the 2016 Presidential election. As a condition of employment with Kelly, Pittman was coerced into signing a binding arbitration agreement which purportedly waived Pittman's right to file a lawsuit against Kelly. Because Pittman does not ever agree to binding arbitration, he wrote on the arbitration agreement the word "Declined" below his signature. Pittman also sent an email to Kelly's Human Resources Department wherein he notified Kelly that he was opting out of the binding arbitration agreement. Pittman has reason to believe that Kelly coerces all of its employees throughout the state of California into signing binding arbitration agreements in clear violation of state and federal laws.

While employed by the County, Pittman and his colleagues were not provided with a 30-minute meal break and were not paid all wages owed at termination. Kelly knew or should have known that its employees were not taking their 30-minute meal breaks and were not being paid an additional hour of pay for missing said breaks. Pittman is informed, believes and thereon alleges that Kelly hired attorneys who professed to be experts in employment law to draft their employment policies. Pittman is informed,

believes and thereon alleges that said attorneys knew or should have known that Kelly's employments practices were illegal.

B. Pittman's Employment With Kelly, Amazon and XPO

In and around November 2016, Pittman entered into a joint employment relationship with Kelly, Amazon and XPO wherein Pittman was hired to work as a general warehouse worker at XPO's Rialto, CA warehouse. Pittman's main responsibilities were to pick, pack, scan and load packages for Amazon. Pittman took direction from and was directly supervised by Amazon and XPO's employees. Pittman was paid each week by Amazon, XPO and Kelly. Kelly was responsible for administering XPO and Amazon's payroll for their employees wherein Pittman was paid on a weekly basis. Pittman is informed, believes and thereon alleges that Amazon, XPO and Kelly's employment policies are centrally administered and are the same at each of their locations throughout the state of California.

Pittman is informed, believes and thereon alleges that prior to working for Respondents there were a number of labor disputes filed against Respondents in state and federal courts throughout the state of California alleging violations of numerous Labor Code Sections. Nevertheless, Respondents did not post information at their worksites informing their employees about said disputes as required by law. Respondents' employees would have been in a better position to protect their rights had they been informed about said disputes.

While employed by Respondents, the aggrieved employees routinely worked more than 10 and hours a day and were not given the opportunity to take a second meal break or a third rest break as required by law. The aggrieved employees did not

voluntarily waive their right to a second meal break and were not paid an extra hour of pay for missing said breaks. Pittman is informed, believes and thereon alleges that Respondents maintain a systematic policy throughout the state of California of not providing their employees with a second meal period or third rest break as required by law. While employed by Respondents, the aggrieved employees routinely worked seven consecutive days in a work week without being given a day of rest and without being given the proper double time pay for said work.

While employed by Respondents, the aggrieved employees routinely worked on-call wherein they spent the most of their day waiting to be called in to work but were sometimes not called in at all. Under these circumstances the aggrieved employees were under the direct control of Respondents and were not allowed to use their time as they pleased. Respondents did not pay the aggrieved employees for the time that they spent on-call in clear violation of state and federal laws. Respondents also did not pay the aggrieved employees reporting time pay pursuant to the Labor Code. In and around December 2016, Pittman and several of his colleagues reported to work but were told that they would not be working that day. Pittman and his colleagues were forced to go back home without receiving any pay for reporting to work as scheduled. Pittman is informed, believes and thereon alleges that Respondents have a systematic policy of failing to pay their employees reporting time pay pursuant to the Labor Code.

While employed by Respondents, the aggrieved employees were required to buy specified clothing and shoes for work but said employees were never reimbursed for purchasing said items. The aggrieved employees were required to maintain cell phones for the benefit of Respondents but were never reimbursed for the cost of said phones. The

aggrieved employees were also required to travel to different worksites while employed by Respondents but were never reimbursed for mileage or wear and tear on their vehicles. Pittman believes that Respondents have profited in the millions of dollars by transferring their business costs to the aggrieved employees.

While employed by Respondents, Pittman complained to Respondents about his unpaid wages and disputed Respondents' illegal arbitration agreements. Respondents did not investigate Pittman's complaints and failed to correct their unlawful business practices. On February 6, 2017, Kelly terminated Pittman's and did not pay him all wages and expenses owed at termination. In and around November 2017, Pittman reapplied for a position with Kelly and XPO but Kelly and XPO refused to re-hire Pittman because Pittman had complained about his working conditions and because Pittman had filed a prior complaint against Kelly with the LWDA. Pittman believes that Kelly has blacklisted him within and without it organization in reprisal for his protected disclosures. Respondents have a systematic policy of retaliating against employees who complain about their working conditions.

II.

CONTINUING VIOLATIONS

Complainants allege that within the applicable statutory period for filing this complaint, Respondents have continued to willfully violate the aforementioned Labor Code sections as follows:

1. Respondents continue to secretly pay Blacks and women less than White males who perform the same jobs.

2. Respondents continue to discourage employees from filing or supporting claims of discrimination or wage violations.
3. Respondents continue to secretly deduct wages from the paychecks of their low wage employees and all in order to transfer said wages to their high level Officers.
4. Respondents continue to retaliate against employees who complain about discrimination.
5. Respondents continue ask illegal questions on their applications.
6. Respondents continue to fail to pay their employees for accrued vacation, personal days and holiday pay as required by law.
7. Respondents continue to fail to post notices regarding labor disputes pursuant to Labor Code Section 973.
8. Respondents continue to discourage employees from forming unions and continue to interfere with their rights to organize and to have full freedom of association to protect their rights.
9. Respondents continue to fail to post the proper payday and workers' compensation notices as required by law.
10. Respondents continue to issue invalid wage statements to all of their employees throughout the state of California.
11. Respondents continue to fail to maintain accurate employee records.
12. Respondents continue to fail to pay employees for their vacation pay.
13. Respondents continue to fail to provide their employees with a copy of their personnel files within the required time period.

14. Respondents continue to coerce their employees into driving between work sites without reimbursing said employees for the cost of gas and other auto expenses incurred while performing their jobs.
15. Respondents continue to fail to pay their employees for going on interviews with their clients and fail to reimburse said employees for expenses incurred when going on said interviews.
16. Respondents continue to fail to pay their employees for expenses incurred while maintaining home offices, i. e., personal computers, fax machines, printers, phones, paper and other office supplies.
17. Respondents continue to misclassify employees as exempt and fail to pay them for overtime and missed meal and rest breaks.
18. Respondents continue to fail to pay their employees all wages owed at termination.
19. Respondents continue to force their employees into signing employee handbooks and other documents that Respondents know to be illegal.
20. Respondents continue to falsely deny the validity and the amount of wages owed to their employees.
21. Respondents continue to coerce their employees into signing illegal severance agreements, settlement agreements and arbitration agreements without informing said employees about their non waivable rights.
22. Respondents continue to require employees to disclose information about convictions that did not lead to arrests.

23. Respondents continue to require applicants to divulge marijuana convictions that are more than two years old.
24. Respondents continue coerce their employees into agreeing to submit to credit checks in violation of state and federal laws.
25. Respondents continue to file false statements in federal and state courts in an attempt to defraud the LWDA out of millions of dollars in civil penalties.
26. Respondents continue to force their employees to work "off the clock".
27. Respondents continue to deny the validity of wages and expenses owed to thousands of employees and all in order to increase their profits.
28. Defendants continue to discourage hundreds of employees from associating with Pittman.
29. Respondents continue to blacklist Pittman.

III.

THEORIES

Labor Code Section 98.6 states that no person shall discharge an employee or in any manner discriminate against any employee or applicant for employment because the employee or applicant engaged in any conduct delineated in this chapter, including the conduct described in subdivision (k) of Section 96, and Chapter 5 (commencing with Section 1101) of Part 3 of Division 2, or because the employee or applicant for employment has filed a bona fide complaint or claim or instituted or caused to be instituted any proceeding under or relating to his or her rights, which are under the jurisdiction of the Labor Commissioner, or because the employee has initiated any action or notice pursuant to Section 2699, or has testified or is about to testify in any such

proceeding or because of the exercise by the employee or applicant for employment on behalf of himself, herself, or others of any rights afforded him or her.

Labor Code Section 201 states that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

Labor Code Section 203 states if an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days.

Labor Code Section 204.2 states that the salaries of executive, administrative, and professional employees of employers covered by the Fair Labor Standards Act, as set forth pursuant to Section 13(a)(1) of the Fair Labor Standards Act of 1938, as amended through March 1, 1969, (Title 29, Section 213 (a)(1), United States Code) in Part 541 of Title 29 of the Code of Federal Regulations, as that part now reads, earned for labor performed in excess of 40 hours in a calendar week are due and payable on or before the 26th day of the calendar month immediately following the month in which such labor was performed. However, when such employees are covered by a collective bargaining agreement that provides different pay arrangements, those arrangements will apply to the covered employees.

Labor Code Section 206 states:

(a) In case of a dispute over wages, the employer shall pay, without condition and within the time set by this article, all wages, or parts thereof, conceded by him to be due, leaving to the employee all remedies he might otherwise be entitled to as to any balance claimed.

Labor Code Section 206.5 states that no employer shall require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of such wages has been made.

Labor Code Section 212 states that no person, or agent or officer thereof, shall issue in payment of wages due, or to become due, or as an advance on wages to be earned:

(1) Any order, check, draft, note, memorandum, or other acknowledgment of indebtedness, unless it is negotiable and payable in cash, on demand, without discount, at some established place of business in the state, the name and address of which must appear on the instrument, and at the time of its issuance and for a reasonable time thereafter, which must be at least 30 days, the maker or drawer has sufficient funds in, or credit, arrangement, or understanding with the drawee for its payment.

Labor Code Section 216 states that in addition to any other penalty imposed by this article, any person, or an agent, manager, superintendent, or officer thereof is guilty of a misdemeanor, who:

(a) Having the ability to pay, willfully refuses to pay wages due and payable after demand has been made.

(b) Falsely denies the amount or validity thereof, or that the same is due, with intent to secure for himself, his employer or other person, any discount upon such indebtedness, or with intent to annoy, harass, oppress, hinder, delay, or defraud, the person to whom such indebtedness is due.

Labor Code Section 221 states that it shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer

to said employee.

Labor Code Section 223 states that where any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or by contract.

Labor Code Section 226 states that every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6)the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the

statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

A violation of Labor Code Section 226 imposes a civil penalty of $1,000 per employee, per pay period. Respondents have willfully violated Labor Code Section 226 by engaging in the aforementioned acts listed above.

Labor Code Section 432.5 states that no employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law.

Labor Code Section 432.7 states that no employer, whether a public agency or private individual or corporation, shall ask an applicant for employment to disclose, through any written form or verbally, information concerning an arrest or detention that did not result in conviction, or information concerning a referral to, and participation in, any pretrial or posttrial diversion program, nor shall any employer seek from any source whatsoever, or utilize, as a factor in determining any condition of employment including hiring, promotion, termination, or any apprenticeship training program or any other training program leading to employment, any record of arrest or detention that did not result in conviction, or any record regarding a referral to, and participation in, any pretrial or posttrial diversion program.

Labor Code Section 923 states that in the interpretation and application of this chapter, the public policy of this State is declared as follows:

Negotiation of terms and conditions of labor should result from voluntary agreement between employer and employees. Governmental authority has permitted and encouraged employers to organize in the corporate and other forms of capital control. In dealing with such employers, the individual unorganized worker is helpless to exercise actual liberty of contract and to protect his freedom of labor, and thereby to obtain acceptable terms and conditions of employment. Therefore it is necessary that the individual workman have full freedom of association, self-organization, and designation of representatives of his own choosing, to negotiate the terms and conditions of his employment, and that he shall be free from the interference, restraint, or coercion of employers of labor, or their agents, in the designation of such representatives or in self-organization or in other concerted activities for the purpose of collective bargaining or other mutual aid or protection.

Labor Code Section 973 states that if any person advertises for, or seeks employees by means of newspapers, posters, letters, or otherwise, or solicits or communicates by letter or otherwise with persons to work for him or the person for whom he is acting, or to work at any shop, plant, or establishment while a strike, lockout, or other trade dispute is still in active progress at such shop, plant, or establishment, he shall plainly and explicitly mention in such advertisement or oral or written solicitations or communications that a strike, lockout, or other labor disturbance exists.

The person inserting any such advertisement, solicitation, or communication in a newspaper, on a poster, or otherwise, shall insert in such advertisement, solicitation or communication his own name and, if he is representing another, the name of the person he is representing and at whose direction and under whose authority he is inserting the

advertisement, solicitation or communication. The appearance of this name in connection with such advertisement, solicitation or communication is prima facie evidence as to the person responsible for the advertisement, solicitation or communication.

Labor Code Section 1050 states that any person, or agent or officer thereof, who, after having discharged an employee from the service of such person or after an employee has voluntarily left such service, by any misrepresentation prevents or attempts to prevent the former employee from obtaining employment, is guilty of a misdemeanor.

Labor Code Section 1102.5 states:

(a) An employer may not make, adopt, or enforce any rule, regulation, or policy preventing an employee from disclosing information to a government or law enforcement agency, where the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation or noncompliance with a state or federal rule or regulation.

(b) An employer may not retaliate against an employee for disclosing information to a government or law enforcement agency, where the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation or noncompliance with a state or federal rule or regulation.

(f) In addition to other penalties, an employer that is a corporation or limited liability company is liable for a civil penalty not exceeding ten thousand dollars ($10,000) for each violation of this section.

Labor Code Section 1198.5 states:

(a) Every employee has the right to inspect the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee.

(b) The employer shall make the contents of those personnel records available to the employee at reasonable intervals and at reasonable times. Except as provided in paragraph (3) of subdivision (c), the employer shall not be required to make those personnel records available at a time when the employee is actually required to render service to the employer.

Labor Code Section 2802 states:

(a) An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.

(b) All awards made by a court or by the Division of Labor Standards Enforcement for reimbursement of necessary expenditures under this section shall carry interest at the same rate as judgments in civil actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure or loss.

(b) For purposes of this section, the term "necessary expenditures or losses" shall include all reasonable costs, including, but not limited to, attorney's fees incurred by the employee enforcing the rights granted by this section.

IV.

POINTS AND AUTHORITIES

Arias v. Super. Ct. of San Joaquin County (Angelo Dairy), No. C054185 (Calif. 3d Ct. App.)

Burlington Northern & Santa Fe Railway Co. v. White, 2006 U.S. Lexis 4895

Caliber Bodyworks v. Superior Court, No. B184120 (Cal. Ct. of Appeal, 2nd Dist. Nov. 23, 2005)

Cicairos v. Summit Logistics, Inc. (2005) 133 Cal.App.4th 949, 954

Dunlap v. Superior Court (Bank of America) (2006) 142 Cal.App.4th 330, 339

EEOC v. Lockheed Martin Corp., D. Md., No. 05cv0287 RWT, August 9, 2006

Franco v. Athens Disposal Co., No. B203317 (Cal. Ct. App. Mar. 10, 2009)

Karr v. Strong Detective Agency, Inc., 787 F.2d 1205, 1208 (7th Cir.1986)

Murphy v. Kenneth Cole Productions, Inc. (2007) __ Cal.4th

Smith v. *Superior Court* (1984) 151 Cal.App.3d 491

V.

CONCLUSION

Pittman alleges that Respondents continue to willfully violate numerous Labor Code sections; wherefore, Pittman seeks civil penalties pursuant to Labor Code Section 2699.3. Pittman requests that the LWDA provide Pittman and Respondents with a notice indicating whether or not it intends to investigate the alleged Labor Code violations within 30 days of the filing of this complaint.

Dated: January 8, 2018 _____/s/ Randall Pittman_____
RANDALL PITTMAN

Service Sheet

Case Name: **PITTMAN v. AMAZON.COM, INC., ET AL.**

Document Title: **COMPLAINT FOR CIVIL PENALTIES**

I hereby certify that a copy of the above-referenced document was sent via certified mail to the following addresses this 8th day of January 2018:

Labor and Work Force Development Agency – **ONLINE**
801 K Street, Suite 2101
Sacramento, CA 95814

Kelly Services, Inc. – **CERTIFIED MAIL**
Attn: Director of Human Resources
999 West Big Beaver Road
Troy, MI 48084-4782

XPO Logistics, Inc. – **CERTIFIED MAIL**
Attn: Director of Human Resources
Five American Lane
Greenwich, CT 06831

Amazon.com, Inc. – **CERTIFIED MAIL**
Attn: Director of Human Resources
410 Terry Ave.
N Seattle, WA 98109

Dated: January 8, 2018 _____/s/ Randall Pittman_____
RANDALL PITTMAN